



State of Utah  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

1594 West North Temple, Suite 1210  
PO Box 145801  
Salt Lake City, Utah 84114-5801  
(801) 538-5340 telephone  
(801) 359-3940 fax  
(801) 538-7223 TTY  
www.nr.utah.gov

Michael O. Leavitt  
Governor  
Robert L. Morgan  
Executive Director  
Lowell P. Braxton  
Division Director

December 10, 2003

Darin Olson  
ECDC Environmental  
1111 West Highway 123  
P.O. Box 69  
East Carbon, Utah 84520

Re: Formal Approval of Form and Amount of Replacement Reclamation Surety,  
ECDC Environmental, ECDC Clay Mine, M/015/062, Emery County, Utah

Dear Mr. Olsen:

On December 10, 2003, the Associate Director of the Division of Oil, Gas and Mining formally approved the form and amount of replacement reclamation surety for ECDC Environmental's ECDC Clay Mine. On July 8, 2003, we received written notification from National Fire Insurance Company of Hartford, that they were not going to renew the bond #1, posted as reclamation surety for this mine.

On September 4, 2003, and October 1, 2003, respectively, ECDC furnished a replacement surety bond #2 issued by Westchester Fire Insurance Company and a Reclamation Contract. A correction was required on the Reclamation Contract, which was received December 9, 2003. ***The Division hereby grants its final approval of the replacement surety and Reclamation Contract for the ECDC Clay Mine.***

We have enclosed a copy of the fully signed and executed documents for your records. We have also enclosed the original Reclamation Contract with the effective date of September 22, 2000 and the original National Fire Insurance Company bond w/accompanying riders for your disposal or return to the surety company.

Darin Olson  
Page 2 of 2  
M/015/062  
December 12, 2003

Thank you for your help in getting this surety replaced before the cancellation deadline.

Sincerely,

A handwritten signature in cursive script, reading "D. Wayne Hedberg". The signature is written in dark ink and is positioned above the printed name and title.

D. Wayne Hedberg  
Permit Supervisor  
Minerals Regulatory Program

jb  
Enclosures: #1-copies of RC & Surety Bond.  
#2-Original RC & canceled bond w/riders  
O:\M015-Emery\M0150062-ECDC\Final\apv-surety-~~17122700~~17122700.doc

FORM MR-RC  
Revised January 30, 2003  
RECLAMATION CONTRACT

File Number M/015/062  
Effective Date Oct 10, 2003  
Other Agency File Number \_\_\_\_\_

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION of OIL, GAS and MINING  
1594 West North Temple Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801  
(801) 538-5291  
Fax: (801) 359-3940

RECEIVED  
OCT - 1 2003  
DIV OF OIL GAS & MINING

RECLAMATION CONTRACT

---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.)  
(Mineral Mined)

M/015/062

Clay

"MINE LOCATION":  
(Name of Mine)  
(Description)

ECDC Clay Mine

Approx 15 Miles SW of  
East Carbon, UT

See Exhibit II

"DISTURBED AREA":  
(Disturbed Acres)  
(Legal Description)

Vicinity Map

25.4

(refer to Attachment "A")

"OPERATOR":  
(Company or Name)  
(Address)

ECDC Environmental

1111 West Highway 123

P.O. Box 69

East Carbon, UT 84520

(Phone)

435/888-4418

"OPERATOR'S REGISTERED AGENT":

Name)

(Address)

(Phone)

CT Corporation

50 West Broadway 8th Floor

Salt Lake City, Utah 84101

(801) 364-5101

"OPERATOR'S OFFICER(S)":

Kirk Treece, Site Manager

Kory Coleman, District Manager

SURETY":

(Form of Surety - Attachment B)

Surety Bond

"SURETY COMPANY":

(Name, Policy or Acct. No.)

Westchester Fire / Insurance

~~XXXXXXXXXX~~

"SURETY AMOUNT":

(Escalated Dollars)

63,100

"ESCALATION YEAR":

2005

"STATE":

"DIVISION":

"BOARD":

State of Utah

Division of Oil, Gas and Mining

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between ECDC Environmental LC the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/015/062 which has been approved by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the approved Notice of Intention and Reclamation Plan received March 15, 1993. The Notice of Intention and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities, and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

OPERATOR:

ECDC ENVIRONMENTAL

Operator Name

By KIRK TREECE

Authorized Officer (Typed or Printed)

ECDC GENERAL MANAGER

Authorized Officer - Position

Kirk Treece General Manager

Officer's Signature

12/8/03  
Date

STATE OF Utah  
COUNTY OF Carbon ) ss:

On the 8th day of December, 2003, Kirk Treece  
personally appeared before me, who being by me duly sworn did say that he/she is the  
General Manager of ECDC Environmental and  
duly acknowledged that said instrument was signed on behalf of said company by  
authority of its bylaws or a resolution of its board of directors and said  
Kirk Treece duly acknowledged to me that said  
company executed the same.

Tina I. Vogninec  
Notary Public  
Residing at Price, Utah  
4/14/2007  
My Commission Expires:



DIVISION OF OIL, GAS AND MINING:

By

Mary Ann Wright  
Mary Ann Wright, Associate Director

Date

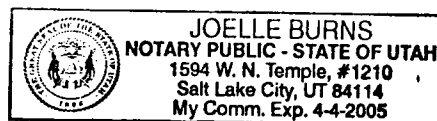
December 10, 2003

STATE OF Utah )  
COUNTY OF Salt Lake ) ss:

On the 10<sup>th</sup> day of December, 2003, Mary Ann Wright personally appeared before me, who being duly sworn did say that she, the said Mary Ann Wright is the Associate Director of the Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah, and she duly acknowledged to me that she executed the foregoing document by authority of law on behalf of the State of Utah.

Joelle Burns  
Notary Public  
Residing at: S LC UT

April 4, 2005  
My Commission Expires:





ATTACHMENT "A"

ECDC Environmental  
Operator  
M/015/062  
Permit Number

ECDC Clay Mine  
Mine Name  
Emery County, Utah

LEGAL DESCRIPTION

*Include 1/4, 1/4, 1/4 sections, townships, ranges and any other descriptions that will legally determine where disturbed lands are located. Attach a topographic map of suitable scale (max. 1 inch = 500 feet; 1 inch = 200 feet or larger scale is preferred) showing township, range and sections and a clear outline of the disturbed area boundaries tied to this Reclamation Contract and surety.*

The detailed legal description of lands to be disturbed includes portions of the following lands not to exceed 25.4 acres under the approved permit and surety, as reflected on the attached map labeled Exhibit II and dated 05-15-00:

## ATTACHMENT "A"

ECDC ENVIRONMENTAL

Operator

M/015/062

Permit Number

ECDC CLAY MINE

Mine Name

Emery

County, Utah

### Description of lands to be disturbed is:

#### ECDC Environmental

#### Clay Mine Site

January 18, 2000

22.2 Acres described as follows:

(Mining Area)

Beginning at the SE 1/16 corner of the SW quarter of the NE quarter of Section 1, T16S, R11E, SLB&M; thence running N89°51'55"E 507.33 feet; thence N16°28'25"W 641.77 feet; thence N78°40'01"W 261.25 feet; thence N38°35'37"W 113.58 feet; thence N44°50'32"W 522.82 feet; thence N00°08'42"E 124.19 feet; thence N86°30'53"E 78.26 feet; thence S85°02'30"E 629.30 feet; thence S62°52'27"E 401.94 feet; thence East 308.38 feet; thence S00°45'41"E 1016.43 feet; to the Point of Beginning containing 22.2 acres

3.2 Acres Described as follows:

(Haul Road)

Beginning at the NW 1/16 corner of the SW quarter of the NE quarter of Section 1, T16S, R11E, SLB&M; thence running S00° 22'11"E 241.82 feet ; thence N58°56'12"W 279.66 feet; thence N42°16'06"W 140.23 feet; thence N27°40'53"W 119.15 feet; thence N02° 32'52"E 192.59 feet; thence N26°21'10"E 326.47 feet; thence N46°33'55"E 300.77 feet to the property line; thence S01°07'29"E along said property line 138.03 feet; thence S46°14'33"W 197.51 feet; thence S23°35'47"W 275.32 feet; thence S02°55'37"W 163.11 feet; thence S36°50'52"E 142.08 feet; thence N90°E 181.06 feet to the point of beginning containing 3.2 acres more or less.

DRAWN BY: <b>L. Johnson</b>	
CHECKED BY:	
DATE: <b>October 1, 1989</b>	BY:
SCALE: <b>NTS</b>	DATE:
JOB NO. <b>047</b>	BY:
DRAWING NO.	DATE:
DATE:	BY:
DATE:	BY:

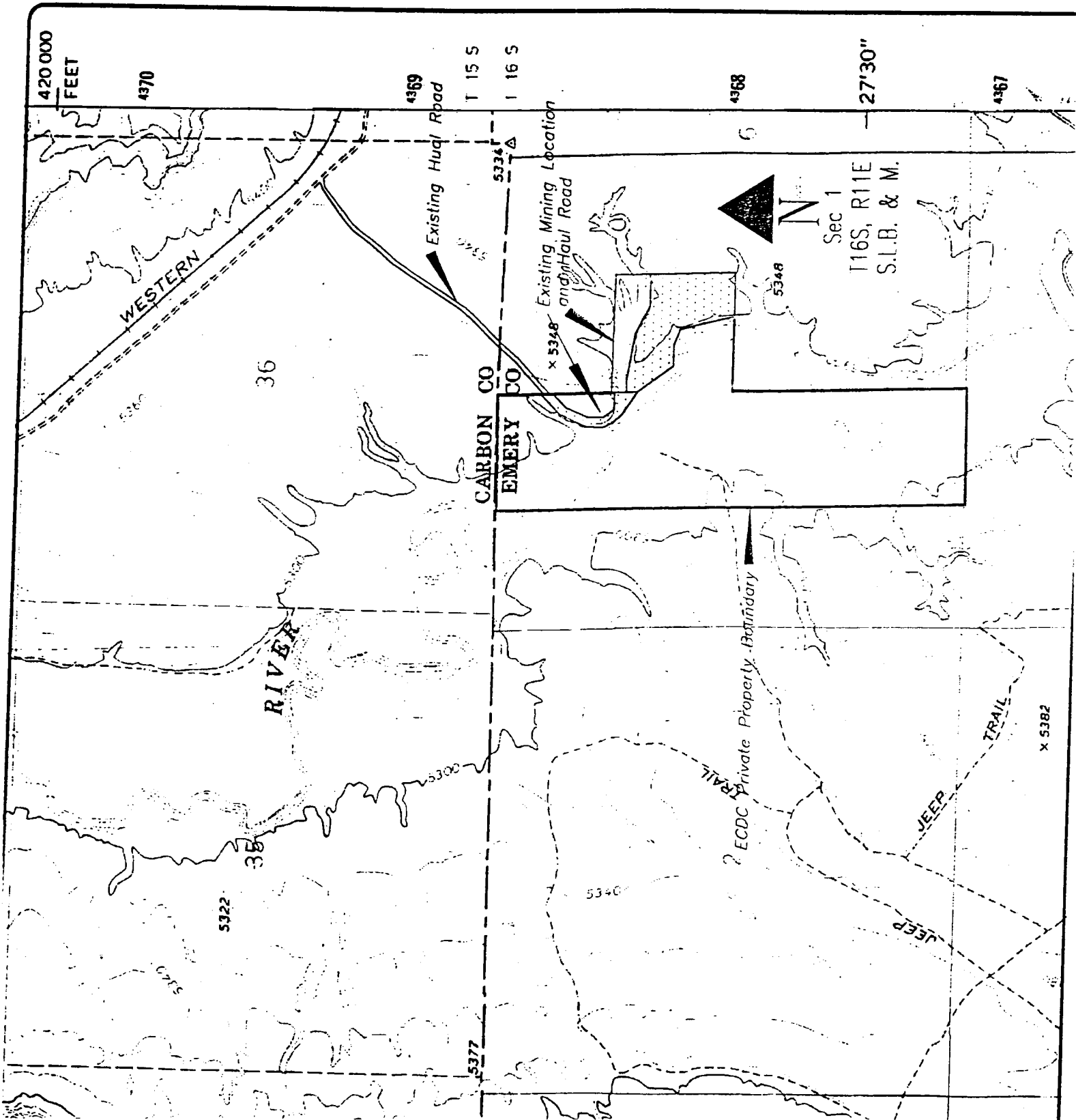


**Talon Resources  
Technical  
Group**

375 South Carbon Ave.  
Price, Utah 84501  
Phone (435)637-8032 ex711  
FAX (435)637-7336

**ECDC**  
ENVIRONMENTAL  
Clay Mine Site  
Vicinity Map

**EXHIBIT  
II**



ATTACHMENT B

FORM MR-5  
January 19, 2000

Bond Number \_\_\_\_\_  
Permit Number M/015/062  
Mine Name ECDC Clay Mine  
Emery County

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
Division of Oil, Gas and Mining  
1594 West North Temple Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801  
Telephone: (801) 538-5291  
Fax: (801) 359-3940

RECEIVED

OCT - 1 2003

THE MINED LAND RECLAMATION ACT

DIV OF OIL GAS & MINING

SURETY BOND

\*\*\*\*\*

The undersigned ECDC Environmental, as Principal, and  
Westchester Fire Insurance Company, as Surety, hereby jointly  
and severally bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly  
and severally, unto the State of Utah, Division of Oil, Gas and Mining (Division) in the penal sum  
of Sixty Three Thousand One Hundred & NO/100----- dollars (\$ 63,100.00).

Principal has estimated in the Mining and Reclamation Plan approved by the Division on  
the 18th day of January, ~~20~~ 1995, that 25.4 acres of land will be  
disturbed by mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to the  
Reclamation Contract. of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has  
satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and  
Reclamation Plan and has faithfully performed all requirements of the Mined Land Reclamation  
Act, and complied with the Rules and Regulations adopted in accordance therewith, then this  
obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the  
disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and regulations,  
then Principal may apply for a reduction in the amount of this Surety Bond.

In the converse, if the Mining and Reclamation Plan provides for a gradual increase in the  
area disturbed or the extent of disturbance, then, the Division may require that the amount of this  
Surety Bond be increased, with the written approval of the Surety.

This bond may be canceled by Surety after ninety (90) days following receipt by the  
Division and Principal of written notice of such cancellation. Surety's liability shall then, at the

expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

ECDC Environmental  
Principal (Permittee)

Richard Covington  
By (Name typed):

Attorney-in-Fact  
Title

Richard Covington  
Signature

August 28, 2003  
Date

**Surety Company**

Westchester Fire Insurance Company  
Surety Company Name

Sandra Parker  
Surety Company Officer

Attorney-in-Fact  
Title/Position

Sandra Parker  
Signature

1601 Chestnut, P.O. Box 41484  
Street Address

Philadelphia, PA 19101-1484  
City, State, Zip

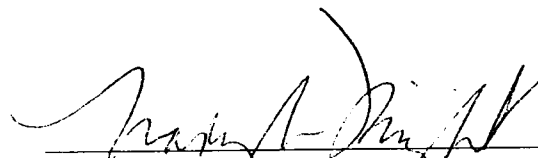
713-654-0400  
Phone Number

August 28, 2003  
Date



SO AGREED this 10<sup>th</sup> day of December, 2003.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

  
\_\_\_\_\_  
Mary Ann Wright, Associate Director  
Utah State Division of Oil, Gas and Mining

\*NOTE: Where one signs by virtue of Power of Attorney for a Surety, such Power of Attorney must be filed with this bond. If the Operator is a corporation, the bond shall be executed by its duly authorized officer.

### AFFIDAVIT OF QUALIFICATION

On the 28th day of August, 20 03, Sandra Parker  
personally appeared before me, who being by me duly sworn did say that he/she, the said  
Sandra Parker is the Attorney-in-Fact of  
Westchester Fire Insurance Company and duly acknowledged that said instrument was  
signed on behalf of said company by authority of its bylaws or a resolution of its board of  
directors and said Sandra Parker duly acknowledged to me that said  
company executed the same, and that he/she is duly authorized to execute and deliver the  
foregoing obligations; that said Surety is authorized to execute the same and has complied in all  
respects with the laws of Utah in reference to becoming sole surety upon bonds, undertaking and  
obligations.

Signed: Sandra Parker  
Surety Officer

Title: Attorney-in-Fact

STATE OF Texas )  
 ) ss:  
COUNTY OF Harris )

Subscribed and sworn to before me this 28th day of August, 20 03.



Maria D. Garcia  
Notary Public  
Residing at: Houston, TX

My Commission Expires:

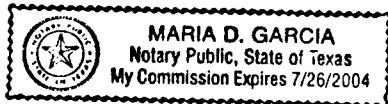
July 26, 20 04

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF TEXAS  
COUNTY OF HARRIS

On this 28th day of August, 2003, before me Maria D. Garcia, a notary public in and for the State of Texas with principal office in the County of Harris residing therein, duly commissioned and sworn, personally appeared Richard Covington, known to me to be the attorney-in-fact of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



*Maria D. Garcia*

Notary Public in and for the State of Texas

My commission expires July 26, 2004



ace usa

Westchester Fire Insurance Company  
Insurance Company  
ECDC Environmental  
Policy Holder

Policy Number  
Marsh USA, Inc.  
Broker/Producer

## **POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

You should be aware that under the Terrorism Risk Insurance Act of 2002 ("The Act") effective November 28, 2002, any losses caused by certified acts of terrorism under your existing coverage may be partially reimbursed by the United States under a formula established by federal law (applicability is subject to the terms and conditions of each individual policy). The Act was specifically designed to address the ability of businesses and individuals to obtain property and casualty insurance for terrorism and to protect consumers by addressing market disruptions and ensure the continued availability of terrorism coverage.

Under the terms of The Act, you may now have the right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism, to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Responsibility for Compensation under The Act is shared between insurance companies covered by The Act and the United States. Under the formula set forth in The Act, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible, which is paid by the insurance company providing the coverage.

We are providing you with the terrorism coverage required by The Act. We have not established a separate price for this coverage; however, the portion of your premium that is reasonably attributable to such coverage is: \$0.



## POWER OF ATTORNEY

Allied Waste Industries, Inc., incorporated under the laws of the State of Delaware, and having its chief place of business at 15880 N. Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona 85260, hereby makes, constitutes and appoints Marsh USA Inc. acting through and by any of Robert Bruce, Donald R. Gibson, Melissa Haddick, Mary Ann Garcia, Richard Covington and Sandra Parker, its true and lawful attorney and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds and/or bid bonds to the United States of America or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public; sheriffs, deputy sheriffs and similar public officials.
2. Surety bonds and/or bid bonds on behalf of Allied Waste Industries, Inc. and its subsidiaries, including, but not limited to, Allied Services, LLC, Allied Waste North America, Inc., Allied Waste Systems, Inc., Allied Waste Transportation, Inc., American Disposal Services of Missouri, Inc., BFI Waste Systems of North America, Inc. and BFI Waste Services, LLC in connection with bids, proposals or contracts.

To sign and seal all bid bonds and surety bonds on behalf of Allied Waste Industries, Inc. and its subsidiaries, relating to the provision of solid waste collection, transportation, recycling or disposal services by Allied Waste Industries, Inc. and its subsidiaries, Allied Waste Industries, Inc. hereby agrees to ratify and confirm whatsoever Marsh USA Inc. shall lawfully do pursuant to this power of attorney and the letter agreement dated October 29, 2002 between Marsh USA Inc. and Allied Waste Industries, Inc. and until notice or revocation has been given by Allied Waste Industries, Inc. the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 5th day of November, 2002, on behalf of Allied Waste Industries, Inc. by its Vice President, Legal, Steven M. Helm.

ALLIED WASTE INDUSTRIES, INC., a  
Delaware corporation

By: 

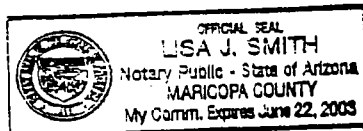
Steven M. Helm.


STATE OF ARIZONA

ss.

COUNTY OF MARICOPA

Subscribed and sworn to before me this 5th day of November, 2002, by Steven M. Helm.



  
Notary Public

15880 N. Greenway-Hayden Loop, Ste. 100 / Scottsdale, AZ 85260  
480.627.2700 / 480.627.2701 FAX



**Know all men by these presents:** That **WESTCHESTER FIRE INSURANCE COMPANY**, a corporation of the State of New York, having its principal office in the City of Atlanta, Georgia, pursuant to the following Resolution, adopted by the Board of Directors of the said Company on November 8, 1999, to wit:

- "RESOLVED, that the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:
- (1) That the President, any Senior Vice President, any Vice President, and Assistant Vice President, or any Attorney-in-Fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto; and that the President, any Senior Vice President, any Vice President or any Assistant Vice President may appoint and authorize any other Officer (elected or appointed) of the Company, and Attorneys-In-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.
  - (2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secretary.
  - (3) The signature of the President, or a Senior Vice President, or a Vice President, or an Assistant Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying Officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.
  - (4) Such other Officers of the Company, and Attorneys-In-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.
  - (5) The passage of this Resolution does not revoke any earlier authority granted by Resolutions of the Board of Directors."

Does hereby nominate, constitute and appoint **DONALD R. GIBSON, SANDRA PARKER, KIMBERLY STRAHM, WILLIAM MARTIN, TANNIS MATTSO, MELISSA HADDICK, TERRI L. MORRISON and JACQUELINE KIRK** all of the City of Houston, State of Texas, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten Million Dollars (\$10,000,000) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Gregory J. Otterson, Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said **WESTCHESTER FIRE INSURANCE COMPANY** this 6th day of March 2002.



**WESTCHESTER FIRE INSURANCE COMPANY**

*Gregory J. Otterson*

Gregory J. Otterson, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 6th day of March, A.D. 2002, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Gregory J. Otterson, Vice-President of the **WESTCHESTER FIRE INSURANCE COMPANY** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



**NOTARIAL SEAL**  
Kathleen Tirri, Notary Public  
Philadelphia City, Philadelphia County  
My commission expires Sep. 22, 2003

*Kathleen Tirri*

Notary Public

I, the undersigned Secretary of **WESTCHESTER FIRE INSURANCE COMPANY**, do hereby certify that the original **POWER OF ATTORNEY**, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Secretary, and affixed the corporate seal of the Corporation, this 28th day of August 2003.



*George D. Mulligan*

George D. Mulligan, Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER March 6, 2004.

Not Valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate of residual value guarantees.